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CHFP025

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Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

217108 / 78

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

1113

00285602

Name of company

* Manor Bakeries Limited (the **Company**)

Date of creation of the charge

12 January 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

A Supplemental Deed to a Group Debenture between, inter alia, the Company
and the Bank (as defined below) (the **Deed**).

Amount secured by the mortgage or charge

All monies, obligations and liabilities covenanted to be paid or discharged
by the Company under or pursuant to the Finance Documents (for the
avoidance of doubt including the Deed) the Premier Pension Scheme
Guarantees and the RHM Pension Scheme Guarantee (the **Secured Obligations**).

Names and addresses of the mortgagees or persons entitled to the charge

Lloyds TSB Bank plc (the **Bank**)
Bank House, Wine Street
Bristol

Postcode BS1 2AN

Presentor's name address and
reference (if any):

Allen & Overy LLP
One Bishops Square
London
E1 6AD

Time critical reference

11002-00626 MLF/FIP/MAOB

For official Use (06/2005)

Mortgage Section

Post room

WEDNESDAY



A04

AHP116PD

21/01/2009

281

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See continuation sheets

Please do not
write in
this margin

**Please complete
legibly, preferably
in black type, or
bold block
lettering**

Particulars as to commission allowance or discount (note 3)

Nil

Signed Allen & Overy LLP

Date 20/11/2009

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

**A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)**

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. SECURED OBLIGATIONS

1.1 Covenant to pay

The Company covenants that it will pay on demand to the Bank all moneys and discharge all obligations and liabilities now or hereafter due, owing or incurred by it to the Secured Parties or any of them under or pursuant to the Finance Documents, the RHM Pension Scheme Guarantee and the Premier Pension Schemes Guarantees.

Provided that every final payment by the Company of any sum in respect of the liabilities covenanted to be discharged by the Company to or for the account of the Finance Party or the relevant Pension Trustee to whom the same is due and payable which is made in accordance with the terms of the Deed shall operate in satisfaction *pro tanto* of such covenant.

2. CHARGE

2.1 Floating charge

- (a) The Company, with full title guarantee, charges to the Bank by way of first floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland.

- (a) The floating charge created by the Deed is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

2.2 Restrictions on dealing with Charged Assets

The Company covenants that it will not without the prior written consent of the Bank (acting on the instructions of the other Finance Parties and each of the Pension Trustees):

- (a) create or attempt to create or permit to subsist in favour of any person other than the Bank any Security on or affecting the Charged Assets or any part thereof except as expressly permitted pursuant to the terms of the Facilities Agreement, the RHM Framework Agreement or the Premier Framework Agreement; or
- (b) dispose of the Charged Assets or any part thereof or attempt or agree so to do except disposals expressly permitted or contemplated by Clause 25.12 of the Facilities Agreement and Clause 19 of the RHM Framework Agreement.

The Company may prior to the Enforcement Date sell, transfer or otherwise dispose of all or any part of the Charged Assets in the ordinary and usual course of and for the purposes of the Company's business.

2.3 Automatic conversion of floating charge

Notwithstanding anything expressed or implied in the Deed, if the Company creates or attempts to create any Security over all or any of the Charged Assets save as permitted by the terms of the Facilities Agreement, the RHM Framework Agreement or the Premier Framework Agreement without the prior written consent of the Bank (acting on the instructions of the other Finance Parties,

and the Pension Trustees) or if any person levies or attempts to levy any attachment, distress, execution, sequestration or other process or does or attempts to do any diligence in execution against any of the Charged Assets having a market value of not less than £7,500,000 or its equivalent, the floating charge created by the Deed over the property or asset concerned shall thereupon automatically without notice be converted into a fixed charge.

2.4 Conversion of floating charge by notice

Notwithstanding anything expressed or implied in the Deed, the Bank shall be entitled at any time after the occurrence of an Event of Default which is continuing by giving notice in writing to that effect to the Company to convert the floating charge over all or any part of the Charged Assets into a fixed charge as regards the assets specified in such notice.

2.5 Restrictions on conversion

The floating charge created by the Deed may not be converted into a fixed charge solely by reason of:

- (a) the obtaining of a moratorium; or
- (b) anything done with a view to obtaining a moratorium,

under the Insolvency Act 2000.

2.6 Financial collateral

To the extent that the Charged Assets constitute "financial collateral" and the Deed and the obligations of the Company thereunder constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003 No.3226)) the Bank shall have the right after the Enforcement Date to appropriate all or any part of such financial collateral in or towards the satisfaction of the Secured Obligations. For this purpose, the value of such financial collateral so appropriated shall be such amount as the Bank reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

In this Form 395:

Accession Letter means a document substantially in the form set out in Schedule 6 (Form of Accession Letter) of the Facilities Agreement or such other form (if any) as may be agreed between the Facility Agent and the Obligors' Agent.

Acquisition means the acquisition of the Target Company and its Subsidiaries pursuant to the Scheme Circular in terms of which the Parent shall acquire all of the issued share capital of the Target Company pursuant to the Scheme.

Acquisition Closing Date means the date of completion of the Acquisition, being the Scheme Date.

Additional Borrower means a company which becomes an Additional Borrower in accordance with Clause 28 (Changes to the Obligors and Release of Security) of the Facilities Agreement.

Additional Guarantor means a company which becomes an Additional Guarantor in accordance with Clause 28 (Changes to the Obligors and Release of Security) of the Facilities Agreement.

Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

Ancillary Document means each document relating to or evidencing the terms of an Ancillary Facility.

Ancillary Facility means any ancillary facility listed in Clause 9.1 (Type of Ancillary Facility) of the Facilities Agreement made available to a Borrower by an Ancillary Lender in accordance with the terms of an Ancillary Document.

Ancillary Lender means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility and which (in the case of an Affiliate of a Lender) executes an Accession Letter to accede to the Facilities Agreement.

Arranger means Barclays Capital, the Investment Banking Division of Barclays Bank PLC, Bayerische Landesbank, London Branch, BNP Paribas, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (trading as Rabobank International), London Branch, Lloyds TSB Bank plc and The Royal Bank of Scotland plc (as **Mandated Lead Arrangers** and **Bookrunners**) (together, the **Arrangers**).

A1 Term Facility means a term loan facility made under the Facilities Agreement as described and defined in paragraph (a) of Clause 2.1 (The Facilities) of the Facilities Agreement.

A2 Term Facility means the term loan facility made available under the Facilities Agreement as described and defined in paragraph (b) of Clause 2.1 (The Facilities) of the Facilities Agreement.

Borrower means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 28 (Changes to the Obligors and Release of Security) of the Facilities Agreement.

Charged Assets means, in relation to the Company, all the assets of the Company the subject of any security created by the Deed.

Chargor means each chargor originally party to the Group Debenture and any other Subsidiary of the Parent which accedes to the Group Debenture by a Supplemental Deed.

Citadel Insurance means Citadel Insurance Company Limited, a limited liability company incorporated in the Isle of Man with registered number 30246.

Enforcement Date means the date on which the Facility Agent first gives notice to the Obligors' Agent pursuant to Clause 26.18 (Acceleration) of the Facilities Agreement.

Event of Default means any event or circumstance specified as such in Clause 26 (Events of Default) of the Facilities Agreement.

Facilities Agreement means the credit facilities agreement dated 3 December 2006 (as amended and restated or supplemented from time to time), made between, among others, Premier Foods plc and certain of its related companies (which includes the Company), Barclays Capital, the investment banking division of Barclays Bank PLC, Bayerische Landesbank, London Branch, BNP Paribas, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (trading as Rabobank International), London Branch, Lloyds TSB Bank plc and The Royal Bank of Scotland plc (as the **Mandated Lead Arrangers**), the banks and financial institutions party thereto, and Lloyds TSB Bank plc as the Facility Agent and the Security Trustee.

Facility Agent means Lloyds TSB Bank plc.

Fee Letter means:

- (a) any letter or letters made between an Arranger and the Parent (or the Facility Agent and the Parent) setting out any of the fees referred to in Clause 15 (Fees) of the Facilities Agreement;
- (b) any other agreement setting out fees in accordance with Clause 9.5(b)(i) (Terms of Ancillary Facilities) of the Facilities Agreement; and
- (c) any other fee letter designated as such by the Facility Agent and the Obligors' Agent.

Finance Document means:

- (a) the Facilities Agreement;
- (b) any Fee Letter;
- (c) any Accession Letter;
- (d) any Resignation Letter;
- (e) any Security Document;
- (f) any Ancillary Document;
- (g) any Hedging Agreement;
- (h) any Transfer Certificate;
- (i) the Intercreditor Agreement; and
- (j) any other document designated as a Finance Document by the Facility Agent and the Obligors' Agent.

Finance Party means the Facility Agent, an Arranger, the Security Trustee, a Lender, the Issuing Bank or an Ancillary Lender.

Group means the Parent and its Subsidiaries for the time being (other than Citadel Insurance), which following the Acquisition Closing Date shall include the Target Group, and **member of the Group** means any one of them.

Group Debenture means the group debenture dated 16 March 2007 made between the Original Chargers and Lloyds TSB Bank plc, to which the Company acceded by entering into the Deed.

Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 28 (Changes to the Obligors and Release of Security) of the Facilities Agreement.

Hedge Counterparty means a Lender or an Affiliate of a Lender acting as provider of interest rate or foreign exchange hedging in relation to a Term Facility and which (if an Affiliate of a Lender) executes an Accession Letter to accede to the Facilities Agreement.

Hedging Agreement means any agreement in agreed form entered into or to be entered into by a Borrower or by a Hedge Counterparty for the purpose of hedging interest rate or foreign exchange liabilities in relation to a Term Facility.

Holding Company means, in relation to a person, a holding company of such person within the meaning of section 736 of the Companies Act 1985, any parent undertaking of such person within the meaning of section 258 of the Companies Act 1985 and any Affiliate of such person which controls, directly or indirectly, such person.

Intercreditor Agreement means the agreement entered into or to be entered into by, inter alios, the Company, the Obligors, the Facility Agent, Premier Foods Pension Scheme Trustees Limited, Premier Grocery Products Pension Scheme Trustees Limited and RHM Pension Trust Limited in relation to the security package granted in favour of the Secured Parties (other than the Pension Trustees) by the Guarantors pursuant to the Facilities Agreement.

Issuing Bank means Lloyds TSB Bank plc as an issuing bank and any other Lender which has notified the Facility Agent that it has agreed to the Parent's request to be an Issuing Bank pursuant to the terms of the Facilities Agreement (and if more than one Lender has so agreed, such Lenders shall be referred to whether acting individually or together as the **Issuing Bank**); provided that, in respect of a Letter of Credit issued or to be issued pursuant to the terms of the Facilities Agreement, the **Issuing Bank** shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit.

Lender means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 27 (Changes to the Lenders) of the Facilities Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facilities Agreement.

Letter of Credit means a letter of credit, substantially in the form set out in Schedule 10 (Form of Letter of Credit) of the Facilities Agreement or in any other form requested by a Borrower and agreed by the Facility Agent and the Issuing Bank.

New Lender shall have the meaning given to that term in Clause 27.1 (Assignments and transfers by the Lenders) of the Facilities Agreement.

Obligor means the Parent, a Borrower or a Guarantor.

Obligors' Agent means Premier Foods Investments Limited (registered number 04426994).

Original Borrower means Premier Financing Limited (registered number 03716362) and Premier Foods Investments Limited (registered number 04426994).

Original Chargor means Chivers Hartley Limited, H.L. Foods Limited, Hillsdown Ambient Foods Group Limited, Premier Ambient Products (UK) Limited, Premier Financing Limited, Premier International Foods UK Limited, Premier Foods Investments Limited, Premier Brands Foods Limited, Premier Foods (Holdings) Limited, Premier Foods Investments No.1 Limited, Hillsdown International Limited, Hillsdown Investments Limited, Premier Foods Investments No.3 Limited, Premier Foods Investments No.2 Limited, Marlow Foods Limited, Marlow Foods (Holdings) Limited, and Premier Grocery Products Limited.

Original Guarantor means Chivers Hartley Limited (registered number 2081705), HL Foods Limited (registered number 2560855), Hillsdown Ambient Foods Group Limited (registered number 1220754), MBM Produce Limited (registered number 426939), Premier Ambient Products (UK) Limited (registered number 4227006), Premier Financing Limited (registered number 03716362), Premier Foods Investments Limited (registered number 04426994), Premier Brands Foods Limited (registered number 03771991), Premier International Foods UK Limited (registered number 314272), Premier Foods (Holdings) Limited (registered number 00971448), Premier Foods Investments No.1 Limited (registered number 5014179), Hillsdown International Limited (registered number 01943509) and Hillsdown Investments Limited (registered number 01871848).

Original Lender means Barclays Bank PLC, Bayerische Landesbank, London Branch, BNP Paribas, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (trading as Rabobank International), London Branch, Lloyds TSB Bank plc and The Royal Bank of Scotland plc.

Parent means Premier Foods plc (registration number 5160050).

Party means a party to the Facilities Agreement.

Pension Trustees means:

- (a) the RHM Pension Trustee;
- (b) the Premier Foods Pension Scheme Trustee; or
- (c) the Premier Grocery Products Pension Scheme Trustee.

Premier means Premier Foods PLC (registration number 5160050).

Premier Ambient Products Pension Scheme Trustees means Brian Carlton, Malcolm Connelly, Collin Jay, Mark Williams and Mark Davey.

Premier Foods Pension Scheme means the occupational pension scheme known as the Premier Foods Pension Scheme which as at the date of the Group Debenture was governed by a trust deed dated 22 December 1997 and rules adopted thereunder, in each case as subsequently amended.

Premier Foods Pension Scheme Trustee means Premier Foods Pension Scheme Trustees Limited (registration number 2375077), the sole trustee of the Premier Foods Pension Scheme (and any replacement or successor trustee of the Premier Foods Pension Scheme).

Premier Framework Agreement means the agreement dated 15 February, 2007 and made between the Premier Foods Pension Scheme Trustee, the Premier Grocery Products Pension Scheme Trustee, the Premier Ambient Products Pension Scheme Trustees and Premier.

Premier Grocery Products Pension Scheme means the occupational pension scheme known as the Premier Grocery Products Pension Scheme which as at the date of the Group Debenture was governed by a definitive trust deed and rules made with effect from 6 September 1999 as subsequently amended.

Premier Grocery Products Pension Scheme Trustee means Premier Grocery Products Pension Scheme Trustees Limited (registration number 1988412), the sole trustee of the Premier Grocery Products Pension Scheme (and any replacement or successor trustee of the Premier Grocery Products Pension Scheme).

Premier Pension Schemes Guarantees means all of the guarantees entered into on or about the date of the Group Debenture by each of the Original Chargors pursuant to which each Chorgor guarantees to each of the Premier Foods Pension Scheme Trustee and the Premier Grocery Products Pension Scheme Trustee the performance of the obligations of the employers participating in the Premier Foods Pension Scheme and the Premier Grocery Products Pension Scheme in terms of their obligations under the relevant pension scheme.

Reorganisation means establishing Parent as the holding company of the Target Company and its Subsidiaries as described in the Scheme Circular.

Resignation Letter means a letter substantially in the form set out in Schedule 7 (Form of Resignation Letter) to the Facilities Agreement or such other form (if any) as may be agreed between the Facility Agent and the Obligors' Agent.

RHM means RHM PLC (registration number 03946774).

RHM Framework Agreement means the agreement dated 14 February, 2007 and made between the RHM Pension Trustee, Premier and RHM.

RHM Pension Scheme means the pension scheme governed by a deed of amendment dated 4 December 2002 as subsequently amended.

RHM Pension Scheme Guarantee means the guarantee entered into on or about the date of the Group Debenture by each of the Original Chargors pursuant to which each Chorgor guarantees to the RHM Pension Trustee the performance of the obligations of RHM Group Limited (registration number 00281728) and RHM Group Services Limited (registration number 03977318).

RHM Pension Trustee means RHM Pension Trust Limited (registration number 00802295), the sole trustee of the RHM Pension Scheme (and any replacement or successor trustee of the RHM Pension Scheme).

Scheme means the scheme of arrangement proposed to be made between the Target Company and the shareholders of the Target Company under section 425 of the Companies Act 1985 in connection with the Reorganisation as described in the Scheme Circular.

Scheme Circular means the circular issued, or to be issued, by the Target Company to its shareholders, setting out the proposals for the Scheme.

Scheme Date means the date on which an office copy of the order of the High Court of Justice sanctioning the Scheme is filed with the registrar of companies for registration under section 425(3) of the Companies Act 1985.

Secured Party means the Security Trustee, the Facility Agent, each Lender, each Arranger, the Issuing Bank, each Ancillary Lender and each Hedge Counterparty from time to time party to the Facilities Agreement and each Pension Trustee.

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

Security Documents means each of the following documents:

- (a) the security documents identified in paragraphs 1 and 2 of Part 5 (Security) of Schedule 2 (Conditions precedent and Subsequent) of the Facilities Agreement and to be delivered to

- the Facility Agent under Clause 4.1 (Initial conditions precedent) of the Facilities Agreement.
- (b) the security documents in form and substance acceptable to the Security Trustee and the Facility Agent identified in paragraphs 3 and 4 of Part 5 (Security) of Schedule 2 (Conditions Precedent and Subsequent) of the Facilities Agreement and to be delivered to the Facility Agent pursuant to the terms of Clause 25.24 (Conditions subsequent) of the Facilities Agreement.
 - (c) the security documents in form and substance acceptable to the Security Trustee and the Facility Agent identified in Part 6 (Conditions Subsequent Documents) of Schedule 2 (Conditions Precedent and Subsequent) of the Facilities Agreement and to be delivered to the Facility Agent pursuant to the terms of Clause 25.24 (Conditions subsequent) of the Facilities Agreement.
 - (d) any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

Security Trustee means Lloyds TSB Bank plc pursuant to the Facilities Agreement, or such other person as may be appointed Security Trustee pursuant to the Facilities Agreement.

Subsidiary means:

- (a) a subsidiary as defined in Section 736 of the Companies Act 1985; and
- (b) a subsidiary undertaking as defined in Section 21 of the Companies Act 1989.

Supplemental Deed means any deed supplemental to the Group Debenture substantially in the form set out in Schedule 2 to the Group Debenture, executed by a member of the Group and the Obligor's Agent or such other form (if any) in form and substance satisfactory to the Bank.

Target Company means RHM plc.

Target Group means the Target Company and its Subsidiaries.

Term Facility means the A1 Term Facility or the A2 Term Facility.

Transfer Certificate means a certificate substantially in the form set out in Schedule 5 (Form of Transfer Certificate) of the Facilities Agreement with all information required in respect of the New Lender properly completed, or such other form (if any) as may be agreed between the Facility Agent and the Obligors' Agent.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 285602
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED DATED 12
JANUARY 2009 AND CREATED BY MANOR BAKERIES LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO LLOYDS TSB BANK PLC UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE
21 JANUARY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 JANUARY
2009

PO
JT.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES